MA-38 - Rev 2-81

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GRANT OF EASEMENT and other good and valuable consid FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid/receipt and sufficiency of which is hereby Luther C. Capers and wife, Ruby M. Capers occorectedate we. hereidafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto Mid-America Pipeline Company, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, and other 35 appurtenances, within the confines of a right of way Fifty feet in width, said right of way being. feet on the North/West side and 15 feet on the South/East side of a fine (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the DeSoto following described lands, of which the Grantor warrants they are the owners in feesimple, situated in the County of __ of Mississippi to wit: See Exhibit "A" attached hereto and made a part hereof for a description of subject property. See Exhibit "B" attached hereto and made a part hereof for additional terms and conditions. See Exhibit "C" attached hereto and made a part hereof for description of the approximate location of the easement and temporary construction easement granted hereby. assended of the AN CONTRACTOR RESOURCED IN ()ana TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein Grantes shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line Motoresc Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. Grantor hereby expressly agrees that in the event the route of the pipeline MYPINAN to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, then Grantee shall have the right and temporary access to additional working space which may be necessary for construction and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional working space. Grantor represents that the above described land (is) (is not) rented for the period beginning __ on (cash) (crop) basis to The terms and conditions hereof shall be binding upon and inure to the benefits of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part. said Grantors have hereunto set theirands and seals this 17 day of May In Witness Whereof WITNESS LUTHER C. CAPERS CAPERS

- 1985 (3).

My commission expires _

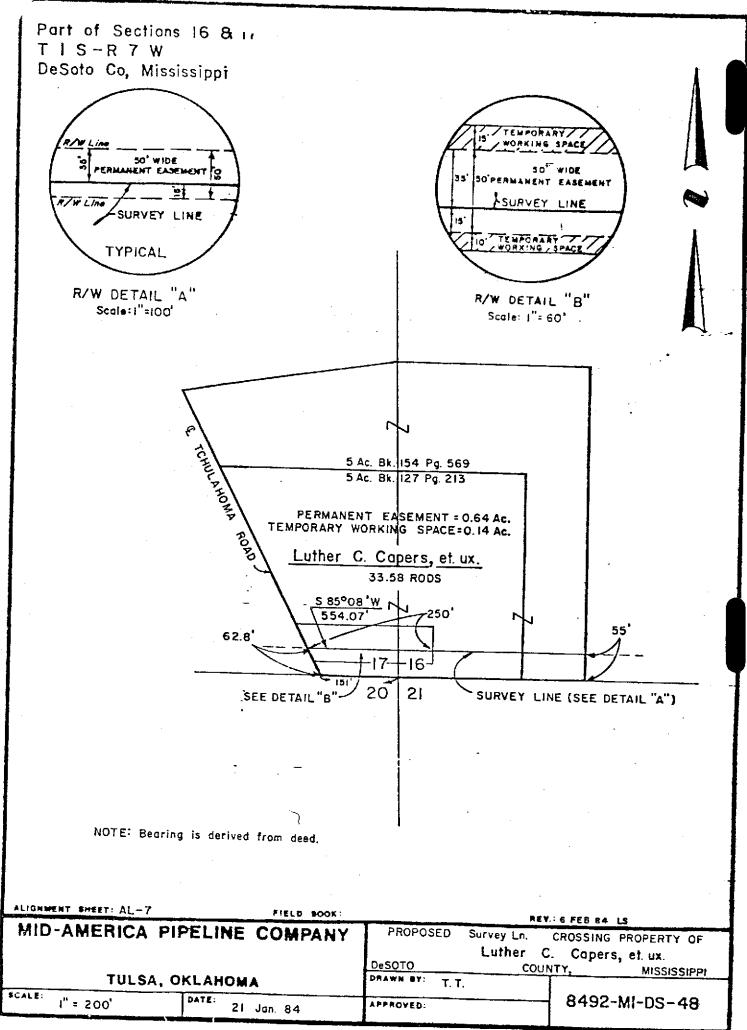
2.65 acres of Southeast quarter of Section 17, Township 1, Range 7, and the Southwest 2.35 acres of the Southwest quarter of Section 16, Township 1, Range 7, DeSoto County, Mississippi, more particularly described as follows:

Beginning at the South corner of Sections 16 and 17, Township 1, Range 7; thence with the south line of said Section 17 South 85 degrees 08 minutes West 151 feet to a point; thence with the center of Tchulahoma Road North 33 degrees 44 minutes West 488.3 feet to a point; thence parallel to the South line of said Section 17 North 85 degrees 08 minutes East 627.2 feet to an iron pin; thence South 4 degrees 52 minutes East 427.6 feet to the South line of Section 16; thence with the South line of said Section 16 South 85 degrees 08 minutes West 239.3 feet to the point of beginning and containing 5 acres and being the same land conveyed to Gerald N. Smith, et ux, by Clifton Rudledge, et ux, by Warranty Deed of Record in Book 48, Page 577, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Part of the Southeast Quarter of Section 17 and part of the Southwest Quarter of Section 16 in Township 1 South, Range 7 West, DeSoto County, Mississippi more particularly County, described as COMMENCING at a point commonly recognized as the Southwest corner of said Section 16; thence run South 89°33'15" East a distance of 239.30 feet along the South line of said Section 16 to the Southeast corner of the Luther Capers property as recorded in Deed Book 127, Page 213 of the Chancery Records of DeSoto County, Mississippi; said point being the point of beginning; thence run North 00°33'32" East a distance of 421.04 feet along the East line of said Capers property to the Northeast corner of said property; thence run North 89°09'57" West a distance of 627.20 feet along the North line of said Capers property to the Northwest corner of said property, said point being on the Centerline of Tchulahoma thence run North 27°50'31" West Road; distance of 35.01 feet along North centerline to a point; thence run 25°34'07" West a distance of 134.99 feet along said road centerline to the Southwest corner of the Runnie G. McCulloch property as recorded in Deed Book 145, Page 63 of said Chancery Records; thence run North 81°29'16" East a distance of 433.92 feet along the South line of said McCulloch property to the Southeast corner of said McCulloch property; thence run South 89°12'47" East a distance of 403.05 feet to a point; thence run South 00°33'32" West a distance of 642.58 feet to a point on said South line of said Section 16; thence run North 89°33'51" West a distance of 128.35 feet along said South section line to the point of beginning and containing 5.00 acres, more or less.

Capers

- (1) It is understood and agreed that upon the completion of the pipeline to be laid hereunder, the permanent width of this Grant of Easement shall revert to twenty (20) feet in width, being five (5) feet on the North side and fifteen (15) feet on the South side of the pipeline. Grantee further shall have the right to use such width as may be reasonably necessary for the maintenance, inspection, repair, operation, or removal of said pipeline, provided such use does not exceed fifty (50) feet in width.
- (2) It is hereby agreed by and between the Grantors and the Grantee that there shall be no above-ground installation or appurtenances on the herein described property, except for pipeline markers at fence lines or property lines.
- (3) The Grantee shall have no responsibility for damages to the pond located on said property, the consideration for this easement being payment for damages to the pond, restoration, and reconstruction costs.



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EXHIBIT "C"

Luther C. Capers, et ux 8492-MI-DS-48

DESCRIPTION

Beginning at a point in the East line of a tract of land containing 10 acres, more or less, situate in Sections 16 and 17, Township 1 South, Range 7 West, DeSoto County, Mississippi, and described in those certain Warranty Deeds dated June 29, 1981 from Mitchell H. Bohannan, et ux to Luther C. Capers, et ux and recorded in Book 154, Page 569 of the Deed Records of DeSoto County, Mississippi, and December 3, 1976 from Horace F. Lawson, Jr. et ux to Luther Capers, et ux and recorded in Book 127, Page 213 of the Deed Records of DeSoto County, Mississippi, said point being Northerly, along said East line, a distance of 55 feet from the Southeast corner of said 10 acre tract;

THENCE S 85°08' W, parallel with the South line of said 10 acre tract and the South lines of said Sections 16 and 17, a distance of 554.07 feet

to a point in the West line of said 10 acre tract, said point being Northwesterly along said West line, a distance of 62.8 feet from the Southwest corner of said 10 acre tract, being a total distance of 554.07 feet or 33.58 rods in length, more or less.

> 23 January 1984 Rev. 7 February 1984

> > EXHIBIT "C" .. cont'd

Filed @ 2.50 P.M., May 25, 19884

"corded in Book 170 Page 174

G. Ferguson, Clerk